

## **TOWN OF FENWICK ISLAND**

### **BID DOCUMENTS**

Bid: Fenwick Island Beach Concession Service

Bid Due Date: October 16, 2020 at 4:00 p.m.

Bid Opening Location: Town of Fenwick Island  
800 Coastal Highway  
Fenwick Island, DE 19944  
Zoom Meeting Location will be sent to all responding bidders

The Fenwick Island Town Manager will receive sealed bids for the requirements described in the advertised Request for Beach Service at the time and place indicated above, and at which time and place the Bids will be publicly opened and read.

### **BID INSTRUCTIONS**

All Bids will be submitted in a sealed envelope endorsed with the title of "Beach Service Bid" on the lower left-hand corner of the envelope and addressed to the Town Manager, Town of Fenwick Island, 800 Coastal Highway, Fenwick Island, DE 19944. The Bids will be submitted on the Town of Fenwick Island Bid Proposal Form.

All Bids should be mailed or delivered by hand to the office of the Town Manager at or prior to the time set for opening. The Town Clerk will annotate the date and time of receipt of the Bid by writing this information on the sealed envelope and initialing the envelope. Any Bids received in contravention of this procedure or past the published deadline will be rejected and will not be considered.

All Bids will be valid for a period of thirty (30) days from the time they are opened. A Bidder may withdraw the Bid after it has been submitted only if the request to do so has been submitted in writing and received by the Town prior to the time set for opening.

Wherever the term "Town Council" appears in this document or any other document related to the bidding process, please be advised that said term will mean and refer to the Fenwick Island Town Council.

The Bidder who is awarded the contract is required to be licensed and insured in the State of Delaware.

Bid proposals must be accompanied by a cash deposit in the form of a cashiers' check, which must be drawn on a solvent FDIC-insured banking institution, made payable to the Town of Fenwick Island, or a satisfactory bid bond in lieu of a cash deposit (see § 52-23 of the Fenwick Island Town

Code). The amount of the cash deposit or bid bond, whichever is applicable, will equal or exceed 5% of the annual bid price. The cash deposits or bid bonds, whichever is applicable, of unsuccessful Bidders will be returned to the unsuccessful bidder no later than sixty (60) days following the award of the Bid.

Other insurance or bonds as required by State and/or Federal law will be furnished by the Bidder.

The Bid that is accepted by the Town Council will be formalized by utilizing a Town of Fenwick Island approved Contract.

All Bidders are hereby instructed and notified that the Town Council reserves the right to reject any or all Bids, to accept any or all items, and to waive formalities at its discretion; and that all Delaware laws relating to competitive bidding will be as binding as though quoted in full herein. The Town Council will determine that a Bidder is responsible before awarding such Bidder any contract. Factors to be considered by the Town Council when making the determination of a Bidder's responsibility will include:

- The Bidder's financial and physical status, personnel or other resources, including subcontractors.
- The Bidder's record of performance and integrity, both within and outside of the Town.
- The Bidder's criminal history and/or the criminal history of any members, principals or managers thereof.

The Town of Fenwick Island hereby notifies all Bidders that it will affirmatively insure that, in any contract entered into pursuant to this Bid, minority business enterprises will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, or national origin in consideration for the Notice of Award.

If you have questions concerning this bid, they must be made in writing and emailed to [townmgr@fenwickisland.org](mailto:townmgr@fenwickisland.org). All questions must be submitted no later than March 8, 2021. All questions will be compiled and answered in the form of an addendum and will be emailed to all prospective bidders. All changes or corrections to this Request for Bid will be handled by addenda issued by the Town of Fenwick Island.

## **SPECIAL CONDITIONS / SCOPE OF WORK**

### **Copies of Bid Documents**

Complete sets of Bid documents must be used in preparing Bids; the Town will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid documents. Bid documents consist of the following:

- Bid Instructions
- Special Conditions / Scope of Work
- Specifications
- Bid Proposal Form
- Prequalification Application

### **Examination of Contract and Beach Service Location**

It is the responsibility of each Bidder before submitting a Bid to perform the following:

- Examine the Bid documents and Contract thoroughly;
- Become familiar with local conditions that may affect cost, progress, performance or furnishing of the work;
- Consider Federal, State, and local laws and regulations that may affect costs, performance or furnishing of the work;
- Study and carefully correlate Bidder's observation with the Bid documents and Contract, and;
- Inform the Town Manager of all conflicts, errors, or discrepancies in the Bid documents and/or Contract.

Before submitted a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical condition (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the work and which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time and other terms and conditions of the Bid Documents and Contract.

### **Interpretation and Addenda**

All questions about the meaning or intent of the Bid documents and/or Contract are to be directed to the Town Manager. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Town as having received Bid documents. Questions received less than five (5) days prior to the date of opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the Bid documents as deemed advisable by the Town Manager. The Bid will contain an acknowledgment of all Addenda (if any).



**Award of Contract**

In evaluating the Bid, the Town will consider the qualification of the Bidders, whether or not the Bid complies with the prescribed requirements, and other data as may be requested in the Bid Form or prior to the Notice of Award.

The Town Manager may conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the work in accordance with the Bid documents and draft Contract to the Town's satisfaction within the prescribed time.

**Insurance**

Each Concessionaire to whom the Contract is awarded will purchase insurance for Workers' Compensation, comprehensive general liability including bodily injury, property damage, and liability for products/completed operations, and will hold the Town and its agents harmless against any claim or loss whatsoever arising out of negligence or misconduct on the part of the Concessionaire, his agents, contractors, or employees as specified in the Bid documents.

**Scope of Work**

The scope of work within the Contract will require the Concessionaire to provide Beach Service from Lewes Street in the Town of Fenwick Island to Fenwick Avenue in Sussex County, Delaware. The Concessionaire will be required to be licensed and insured in the State of Delaware. Any required State, County, and Health Department permits and/or licenses are the responsibility of the Concessionaire. The Concessionaire will be required to provide Beach Service to the public from 10:00 a.m. to 5:00 p.m. daily from Memorial Day Saturday to the second Sunday in September.

## **SPECIFICATIONS**

The Town of Fenwick Island will grant the Concessionaire the exclusive right to establish and operate a Beach Service on the Beach within the corporate limits of the Town of Fenwick Island, Delaware to Fenwick Avenue in Sussex County, Delaware. The following items can be offered for rental under the Contract:

- Beach chairs
- Beach umbrellas
- Boogie boards

No food and/or beverages are allowed to be offered for sale under the Contract. Sale or rental of any other items will be in accordance with the Fenwick Island Town Code or approved by the Town Manager.

The right to establish and operate the Beach Service does not preclude the use of the area described herein by persons providing their own items for their own use.

### **Storage Boxes**

Storage boxes are allowed for all Beach Service equipment awarded under the Contract. No more than six (6) storage boxes will be allowed on the Beach unless otherwise approved by the Town. The dimensions of the boxes are as follows:

- Four (4) feet high x four (4) feet wide x eight (8) feet long
  - The boxes are to be painted a tan or sand color and the location and placement are to be approved by the Town Manager. No other storage boxes, buildings, or storage units are allowed on the Beach unless specifically approved by the Town Manager.

All attendants, personnel, and employees who are employed in connection with the Beach Service operated by the Concessionaire will be responsible directly to the Concessionaire and will in no case be deemed to be employees, agents, sub-agents of or to have any relation whatsoever to the Town of Fenwick Island. All said attendants, personnel, and employees will perform their duties in a courteous and competent manner.

The Concessionaire will comply with all Federal, State, and Local laws and regulations governing the conduct of the personnel and the management of the concession operated under the Contract. Concessionaire will obtain all Federal and State licenses and permits necessary to provide for the service described herein. Concessionaire will obtain a business license from the Town of Fenwick Island before the first day of operation.

The Concessionaire will indemnify and does hereby indemnify and save harmless the Town, Town Council, and their agents and employees from any and all claims that might be made or filed against the Town, Town Council, and/or agents or employees for injury, illness, damage, and/or other liability whatsoever to any person or person's property which may be caused by or from the operation of said Beach Service by the Concessionaire, its agents or employees, or any of the equipment operated in connection with the Beach Service.

The Town will not be held responsible for theft, damage, or vandalism to any of the equipment used in conjunction with the Beach Service.

No part of the rights granted herein may be assigned, subleased, or other delegated without the written consent of the Town of Fenwick Island.

If the Concessionaire will fail to comply with any of the terms described in the Contract to the satisfaction of the Town, the privileges, rights, and concessions granted thereunder may be terminated by the Town with three (3) days' notice. After said three (3) days' notice, Concessionaire will vacate the Beach located in the Town of Fenwick Island and cease all activity relating to its Beach Service and remove any and all equipment and debris. If the Concessionaire fails to do so, the Town will remove any equipment and/or debris and will charge all expenses incurred by the Town, including reasonable attorneys' fees (if any), against and to the Concessionaire. All debt incurred by the Town is to be paid promptly.